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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

April 18, 2002

BY HAND DELIVERYMarlene H. Dortch
Secretary
Federal Communications Commission
The Portals, Room TW-A325
455 12th Street, S.W.
Washington, D.C. 20554**Re: Consolidated Application of EchoStar Communications Corporation, General
Motors Corporation and Hughes Electronics Corporation for Authority to Transfer
Control, CS Docket No. 01-348**

Dear Ms. Dortch:

On behalf of EchoStar Communications Corporation ("EchoStar"), enclosed for submission in the above-referenced docket please find a copy of the Annexes to the term sheet of the EchoStar/Vivendi Universal Agreement ("Annexes") that is responsive to the Commission's February 4, 2002 Initial Information and Document Request (the "Request"). Previously, this document was provided to the Commission and was classified as available only through the Department of Justice. EchoStar and Vivendi Universal have determined that portions of the Annexes can be reclassified as being available for the public record in the above-referenced docket. Vivendi Universal has agreed to filing the Annexes for the public record with the redactions set forth therein. Those portions of the Annexes that have been redacted remain available only for review at the Department of Justice.

In addition, enclosed please find an additional copy of this document to be date-stamped and returned with our messenger.

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Marlene H. Dortch
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If you have any questions concerning this submission, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in black ink that reads "Pantelis Michalopoulos / b/nas". The signature is written in a cursive, flowing style.

Pantelis Michalopoulos

*Counsel to EchoStar Communications
Corporation*

Enclosures

cc: Marcia Glauberman
Linda Senecal

New Interactive Services

Terms

New Interactive
Programming Services:

In consideration for the payments to
V Company from E Company set forth in the
paragraph below and in furtherance of
E Company's goals of delivering new and innovative
programming to its subscribers, (a) V Company shall
develop and deliver new services, including new
video, audio and other interactive services ("New
Interactive Services")

11/19/01

Services will commence on the date of commercial launch by E Company of the first New Interactive Service and expire after the commencement date. E Company will make available to V Company for the launch of the New Interactive Services the approximate equivalent of video channels, but no less than of full CONUS satellite capacity. In the event an E Company subscriber purchases a New Interactive Service, but no other programming services, E Company may charge V Company a reasonable fee for billing services.

For the avoidance of doubt, V Company shall be entitled to advances in compression and other technology which provide for greater utilization of the for the launch of New Interactive Services. E Company will at all times retain control over the relevant license and satellite capacity involved, as the term "control" is defined under the Communications Act and the FCC rules and policies.

Service Limitations:

The New Interactive Services will be subject to appropriate limitations on material transmitted, including

as of the closing of the investment, no disparagement of E Company and no material that has a reasonable likelihood of encouraging a customer to switch to a competitor of E Company ("Content Limitations"). Additionally, E Company shall have the exclusive billing relationship with the customer ("Contact Limitations").

Subject to the provisions below related to assignability, V Company may not resell, assign, sublicense, encumber or otherwise transfer, in whole or in part, the satellite capacity to be used for the New Interactive Services to any other party. Further, V Company will not utilize the satellite capacity to deliver a service with respect to which E Company

For the avoidance of doubt, it is intended by the parties that V Company's New Interactive Services will not be used as the basis to promote any distribution platform that competes with the E Company service.

Service Commencement:

V Company must launch the New Interactive Services within the three-year period following closing of the

investment. The New Interactive Services will be chosen by V Company, after due consultation with E Company and subject to the ultimate control of E Company to the extent required by applicable law and the Content Limitations. Prior to commencing service, V Company shall provide E Company with 90 days written notice of its intention to commence a New Interactive Service, following consultations with E Company on V Company's technical requirements.

Revenue

V Company will revenue generated by each New Interactive Service with E Company on basis.

Promptly following the end of each 12-month period, E Company shall provide V Company with sufficient information to determine (a)

Assignability:

V Company may assign the right to use any part of the satellite capacity intended for the New Interactive Services to any entity of which it beneficially owns, directly or indirectly, at least equity interests, and over which it exercises managerial control; provided that any carried channel or service offerings shall remain subject to the Content Limitations and the Contact Limitations.

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Linear Channels

Channels:

E Company (and D Company following consummation of the E Company/H Company Merger) shall broadcast the V Company linear channels described below (the "V Channels"). Such channels shall be subject to the Content Limitations and the Contact Limitations.

At V Company's option, either (i) an channel (the Channel") or (ii) channel (e.g., (the Channel").

At V Company's option, any two of (i) the Channel, (ii) the Channel, (iii) a channel (e.g., enthusiasts, news regarding possibly downloading), and (iv) a channel.

A European film themed channel (e.g., library European films, news and features on the European film industry, festivals and award ceremonies) and a European soccer themed channel (the "Niche Channels").

In the event V Company desires to replace any of the above channels with another channel, then V Company shall present the channel concept to E Company for E Company's prior approval, which will not be unreasonably withheld. V Company acknowledges that E Company may reasonably withhold approval based on, among other reasonable criteria, (a) the genre of the proposed channel, (b) other channels of similar content already being carried on E Company's satellite system (including the D Company satellite system after the closing of the E Company/H Company Merger) and (c) another programming supplier owning, directly or indirectly, or more of the equity interests in the channel.

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Carriage:

The bandwidth required to broadcast the V Channels will not be counted against the full CONUS satellite capacity intended by the parties for the launch of New Interactive Services by V Company.

In all cases, the bandwidth required to broadcast the V Channels shall be provided by E Company

Placement:

V Company shall have the right to place the linear channel described above in E Company's programming package () and of the additional linear channels described above in E Company's programming package (together with the Channel, the).

In the event that E Company discontinues or materially modifies its or service offerings, E Company shall place V Company's AT Channels in service offerings having substantially equivalent subscriber penetration levels.

As soon as practicable (but in no event more than four months) following consummation of the E Company/H Company Merger, V Company shall have the right to place the Channels in D Company programming packages of comparable nature.

E Company shall offer the Niche Channels

Term: Each channel shall be carried by E Company for a period of years from launch.

Service
Commencement: V Company must launch any channel during the three year period following closing of the investment; provided, however, that while E Company will use its commercially reasonable efforts to ensure that sufficient bandwidth will be available earlier, E Company will not be required to launch any V Channel

, V Company must give E Company at least 90 days advance notice of V Company's intent to launch a V Channel on E Company's satellite system.

Distribution
Requirements: The Channels must obtain, within three years following launch, at least an equivalent number of subscribers on third-party distribution platforms as they have on the E Company satellite system (including the D Company satellite system following consummation of the E Company/H Company Merger) (the "Subscriber Milestone"). Within 45 days after the end of each 12-month period following the launch of Channel, V Company will provide E Company with information relating to the number of subscribers on third-party distribution platforms carrying such Channel.

In the event that Channel has not met the Subscriber Milestone on the date that is three years following its launch on an E Company satellite, upon six months written notice to V Company, E Company (and D Company, if applicable) may terminate carriage of such channel (it being understood and agreed between the parties that E Company shall only be required to continue to pay for any Channel that is the subject of such a termination notice for the two months following the date of such notice).

There shall be no minimum distribution requirements for the Niche Channels.

Channel Ownership: V Company must beneficially own, directly or indirectly, (i) at least of the equity interests, and exercise managerial control of, each V Channel or (ii)

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if a V Channel is a new channel owned and operated by USAi, at least % of the equity interests of USAi (it being understood and agreed between the parties that only one V Channel shall be permitted pursuant to this clause (ii); it being further understood and agreed that if at any time V Company beneficially owns at least % of the equity interests, and exercises managerial control of, the cable network/programming business currently controlled by USAi, USAi channels will be treated like all other V Channels under clause (i)).

Uplink:

V Company shall be responsible for delivering the V Channels to an E Company uplink station in the continental United States.

Interactivity:

Upon request, E Company shall provide V Company with sufficient broadcast bandwidth, to a maximum of . per channel, to add interactive features to each channel. Any bandwidth so used shall be subtracted from available space provided to V Company for the New Interactive Services; provided that the utilization of such bandwidth shall not reduce its payment obligations to E Company under the applicable "Revenue Split" above.

Pricing:

E Company shall pay V Company per month per subscriber to each AT Channel and shall increase such amount on an annual basis

Marketing:

E Company to provide in-kind marketing support for the V Channels

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Equity
Participation:

Three years following the launch of each V Channel, E Company shall have the option, exercisable for a period of 90 days, to purchase from V Company 10% of the equity of such channel or a stock appreciation right designed to reflect the acquisition by E Company of 10% of the equity of such channel. The price of such equity interest or stock appreciation right shall be equal to 10% of V Company's and other partners' costs,

Other Standard Terms:

Carriage agreements for channels shall contain standard terms on advertising availability and commercial rights (for hotels, motels, bars and restaurants).

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STB Technology CommitmentTerms

Deployment:

E Company will deploy MediaHighway as its non-exclusive middleware solution on all set-top-boxes ("STBs") which contain internal hard drive storage capacity ("PVRs") deployed after October 1, 2002 (whether to E Company or D Company subscribers) and for so long as MediaHighway offers comparable functionalities and performance as available competitive products. E Company acknowledges that one of its strategic goals is to increase the deployment to its subscribers of PVR-enabled STBs, with a target of installing at least one PVR-enabled STB in at least of new subscriber households. The parties acknowledge and agree that there shall not be any penalties associated with E Company failing to achieve this goal.

MediaHighway middleware will include the Java version serving as a run-time interpreter that will support Pjava/Java Virtual Machine and will support:

- Javascript 1.4
- ATVEF 1.1
- HTML 4.0
-
- an internet browser, having such functionalities as are prevalently used on the internet, relevant for internet use through the STB, and technically feasible on the STB

Low-End STBs:

E Company and V Company shall work together in good faith such that MediaHighway

while V Company's efforts shall focus on, among other things, providing E Company support a broad

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Failure of Functionality: C+T Company will continuously support the development, launch and maintenance of MediaHighway middleware on E Company STBs (and D Company STBs following consummation of the E Company/H Company Merger). Upon deployment of MediaHighway middleware on E Company STBs (and D Company STBs following consummation of the E Company/H Company Merger) as contemplated herein, C+T Company will continuously support the development, launch and maintenance of new services on such STBs. In the event that MediaHighway does not enable the implementation of a function or service related to the operation of the system, following consultation with C+T Company, E Company may use the operating system APIs to implement such function or service.

Hardware Abstraction Layer: C+T Company will specify a hardware abstraction layer and provide testing and certification to E Company for porting to the hardware and operating system.

1. Except in the case of E Company's low-end STBs,

Application Porting: C+T Company will port to MediaHighway all applications written on OpenTV and X-Windows, including the current Wink applications,

Compatibility: C+T Company will ensure that APIs used by C+ group are fully compatible with E Company APIs in order to ensure seamless porting of interactive applications from one platform to the other.

License Fee: E Company shall pay C+T Company
as follows:

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Revenue Sharing:

Copy Management and Protection:

E Company will use commercially reasonable efforts to license and utilize C+T Company Copy Management and Protection System to manage the content stored on the hard disk. E Company may license and use a competing technology if specifically required by a content provider and if C+T Company is not able to supply a satisfactory solution to such content provider. License will be offered at fair market price.

OpenTV Ownership:

D Company Transition:

Should the surviving corporation in the E Company/H Company Merger launch a STB replacement campaign targeting former D Company STBs, the terms and conditions set out above shall apply.

Content Agreement

Film PPV/VOD:

Term:

Rights Granted:

Non-exclusive pay-per-view ("PPV"), including downloading and storage rights on personal video recorder ("PVR") or similar device as long as product is viewable for no more than .

Licensed Product:

Current Films:

Library Films:

Events:

Availability Dates:

License Fees:

Percentage share as follows:

For Currents:

1. PPV/NVOD (without PVR/VCR functionality)

Days from HVSD

Split

2. PPV/NVOD (with PVR/VCR functionality, including Licensed Films downloaded directly to a PVR STB directly from a satellite without subscriber intervention)

Days from HVSD

Split

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For Library Films and Events:

Deemed price for Currents: Library:

Exhibition:

In addition, E Company
agrees that (a) exhibition criteria
applies to all licensed
films as of the date of this agreement

Marketing & Promotion of
Films:

E Company to provide the following marketing tactics
for Licensed Films:

Print

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Dishnetwork.com/ppv

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Movie Guide (Dish Network's PPV barker
channel)

•

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iTV

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Cross Channel Allocations

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Music:

V Company and E Company will negotiate in good faith agreements relating to the broadcast on the E Company service of PPV Music Events.

Subscriber Data:

Subject to the Content Limitations and the Contact Limitations and commercially reasonable limitations on frequency of marketing communication, marketing vehicle, restricted products, services and messages, and post-termination treatment of consumer data, for so long as V Company holds at least 51% of its original investment,

DTV Commercial Arrangements:

The terms of this agreement shall supercede the terms of the commercial arrangements between V Company and DTV upon consummation of the E Company/H Company Merger.